

# Commercial Package Policy

Policy No. **CPF 40-74-09**

- ☒ **A = AETNA INSURANCE COMPANY - HARTFORD, CONN.**  
☐ **U = AETNA FIRE UNDERWRITERS INSURANCE COMPANY - HARTFORD, CONN.**  
☐ **C = CENTURY INDEMNITY COMPANY - HARTFORD, CONN.**  
☐ **M = AETNA INSURANCE COMPANY OF THE MIDWEST - INDIANAPOLIS, INDIANA**  
☐ **I =**

(A stock insurance company herein called the Company)

RENEWAL OF: **NEW**

Named Insured: **Puget Sound Freight Lines, Inc. (San and)**  
 ADDRESS: **M/A Box 24526**  
 (Number & Street, Town, County & State) **Seattle, WA 98124**

REPRESENTATIVE: Sub-agent or broker  
 Reporting Agent Name and Code No. **John A. Soderberg Co.**  
**Seattle, WA 66-06825**

<b>POLICY TERM</b>	<u>3</u> Years	<u>1-1-79</u> Inception	<u>1-1-82</u> Expiration	<input type="checkbox"/> CONTINUABLE POLICY
<b>PROVISIONAL</b>	If Paid in Advance		First Installment, if paid in installments. (Annual Premium if a Continuable Policy)	
<b>PREMIUM</b>	\$		\$ 160,936.	

COMPANY		COVERAGE
<b>A</b>	Part I	Property - Business Income
	Part II	Boiler and Machinery
	Part III	Inland Marine
<b>A</b>	Part IV	Automobile
<b>A</b>	Part V	Comprehensive General Liability
	Part VI	Crime
	Part VII	

Insurance is afforded only under those parts of the policy designated by the Company initial.

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND OF THE premium above specified, this Company for the term of years specified above from inception date shown above At 12:01 A.M. Standard Time to expiration date shown above At 12:01 A.M. Standard Time at location of property involved, to an amount not exceeding the amount(s) specified herein, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described hereinafter while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

Countersignature Date

Agency at

Agent

MEF/s1 2-13-79



# **PART V - COMPREHENSIVE GENERAL LIABILITY DECLARATIONS**

2 0 4

Policy No. **CFP 40 74 09**

The insurance afforded is only with respect to such of the following Coverages designated by an "X" in ☒. The limit of Company's liability against each such Coverage shall be as stated herein, subject to all the terms of this policy and forms and endorsements included in this part having reference thereto.

<input checked="" type="checkbox"/>	<b>COMPREHENSIVE GENERAL LIABILITY INSURANCE</b>		<b>LIMITS OF LIABILITY</b>	
<input type="checkbox"/>	<b>CONTRACTUAL LIABILITY INSURANCE - WRITTEN CONTRACTS</b>			
<input checked="" type="checkbox"/>	Designated Contracts Only		<b>Each Occurrence</b>	<b>Aggregate</b>
<input checked="" type="checkbox"/>	Blanket (excluding sole negligence)		<b>per form 2-800-597</b>	
	Bodily Injury Liability		\$ ,000.	\$ ,000.
	Property Damage Liability		\$ ,000.	\$ ,000.
<input type="checkbox"/>	<b>PREMISES MEDICAL PAYMENTS INSURANCE</b>	<b>Each Person</b>	<b>Each Occurrence</b>	<b>Each Accident</b>
		\$	XXXXXX	\$ ,000.
<input type="checkbox"/>	<b>STOREKEEPERS' INSURANCE</b>	<b>Storekeepers' Liability</b>	XXXXXX	\$ ,000.
		<b>Storekeepers' Medical Payments</b>	\$	XXXXXX
<input type="checkbox"/>	<b>COMPREHENSIVE PERSONAL INSURANCE</b>	<b>Personal Liability</b>	XXXXXX	\$ ,000.
		<b>Personal Medical Payments</b>	\$	XXXXXX
<input type="checkbox"/>	<b>FARMER'S COMPREHENSIVE PERSONAL INSURANCE</b>	<b>Physical Damage to Property</b>	XXXXXX	\$ -
	(Applicable to Farmer's Comprehensive Personal insurance Only)			XXXXXX
	Animal Collision		Market Value not exceeding \$300 each animal	
<input checked="" type="checkbox"/>	<b>PERSONAL INJURY LIABILITY INSURANCE</b>			<b>Aggregate</b>
<input checked="" type="checkbox"/>	Group A Offenses	Contribution <b>111</b> %	\$ 500	,000.
<input checked="" type="checkbox"/>	Group B Offenses			
<input checked="" type="checkbox"/>	Group C Offenses			
<input type="checkbox"/>	<b>DRUGGIST'S LIABILITY INSURANCE</b>	<b>Each Claim</b>	<b>Aggregate</b>	
		\$ ,000.	\$ ,000.	
<input type="checkbox"/>	<b>HOSPITAL PROFESSIONAL LIABILITY INSURANCE</b>	\$ ,000.	\$ ,000.	
<input type="checkbox"/>	<b>PHYSICIANS', SURGEONS', AND DENTISTS' PROFESSIONAL LIABILITY INSURANCE</b>			
<input type="checkbox"/>	Individual Coverage	\$ ,000.	\$ ,000.	
<input type="checkbox"/>	Partnership Coverage	\$ ,000.	\$ ,000.	
<input type="checkbox"/>	Coverage for X-Ray therapy by			
<input type="checkbox"/>	<b>ELEVATOR COLLISION INSURANCE</b>	<b>Each Elevator Collision</b>	\$ ,000.	

Audit Period: Annual, unless otherwise stated.

**NAMED INSURED:** **Puget Sound Freight Lines, Inc., et al**

The named insured is ☐ individual ☒ corporation ☐ partnership ☐ joint venture ☐ other

The Business of the named insured is **Tracking**

Form numbers of schedules, endorsements or other forms attached hereto

2-800-501 2-800-510 2-800-597 2-800-11112  
 2-800-503 2-800-523 2-800-598  
 2-800-504 2-800-525 L 9235  
 2-800-505 2-800-536

# SCHEDULE COMPLETING DECLARATIONS OF PART V

U 0 2 0 4 Policy No. CPT 40 74 09

DESCRIPTION OF HAZARDS - The rating classifications under the Description of Hazards do not modify the exclusions or other terms of this policy.	Classification Code No.	Premium Basis
<b>I. COMPREHENSIVE GENERAL LIABILITY INSURANCE</b> A. Premises - Operations B. Escalators C. Owners/Contractors Protective D. Products E. Completed Operation <b>II. CONTRACTUAL LIABILITY INSURANCE</b> <b>III. PREMISES MEDICAL PAYMENTS INSURANCE</b> <b>IV. STOREKEEPERS INSURANCE</b> <b>V. PERSONAL INJURY LIABILITY INSURANCE</b> <b>VI. DRUGGIST LIABILITY INSURANCE</b> <b>VII. HOSPITAL PROFESSIONAL LIABILITY INSURANCE</b> <b>VIII. PHYSICIANS', SURGEONS', AND DENTISTS' PROFESSIONAL LIABILITY INSURANCE</b> <b>IX. ELEVATOR COLLISION INSURANCE</b> <b>X. Miscellaneous</b>		(a) Area (b) Remuneration (c) Cost (d) Sales (e) Receipts (f) Admissions (g) Each (h) Beds (i) Out Patient Visits
<b>I. A. Truckman - Washington Warehouse</b> <b>Truckman - Oregon</b> <b>Wharf and Waterfront Prop.</b> <b>Vacant Land</b> <b>Vacant Land</b> <b>Wharf &amp; Waterfront Property</b> <b>Wharf &amp; Waterfront Property</b> <b>Additional Insured - Milwaukee Dock #1-Sen.</b> <b>Milwaukee Dock #2-Sen.</b> <b>Terminal A-Tacoma</b> <b>off Sperry Dock-Tacoma</b> <b>Warehouse-LaCannon</b> <b>Citizens Dock-Bellingham</b> <b>Pier 30 - Seattle</b> <b>C. Contracting Operations (owner)</b> <b>II. Blanket Contractual</b> <b>V. Personal Injury</b> <b>X. Broadform PD</b> <b>Employees as Additional Insured</b> <b>Stop Gap</b>  <b>Known Limits</b>	313-42133 313-42250 313-42133 314-44632 314-63150 314-63150 314-44632 314-44632 ----- ----- ----- ----- ----- ----- ----- 313-18292 313-17985 313-17985 313-17985 00 000	b) 720,250. b) 370,800. b) 84,500. a) 23,850. flat flat a) 30,000. a) 28,742. flat flat 10% OLT flat flat 10% OLT flat Min. 10% MAC-OLT 15% MAC-OLT 5% OLT 1% Policy 9,992,000.

## PART V PROVISIONS

Subject to the General Provisions of this Policy Part V Provisions are Applicable to all Part V Coverage unless Otherwise Noted

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, the Company agrees with the named insured as follows:

### I. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which Part V applies;
- (d) reasonable expenses incurred by the insured at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

### II. DEFINITIONS

When used in Part V (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, burrowing, tilting, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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From SSU

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"explosion hazard" includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in the declarations of Part V.

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

"policy territory" means:

- (1) the United States of America, its territories or possessions, or Canada, or
- (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
- (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damage is brought within such territory;

SPECIMEN FORM  
From SSU

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representative or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom. "Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

### III. CONDITIONS

1. **PREMIUM:** All premiums for Part V shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "provisional premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

When used as premium basis:

"admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;

"cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due;

"receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;

"remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the Company;

"sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

SPECIMEN FORM

2. **INSPECTION AND AUDIT:** The Company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. **FINANCIAL RESPONSIBILITY LAWS:** When Part V is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of Part V except for the agreement contained in this paragraph.

4. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the insured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

- ~~(b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.~~

- (c) The insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this Part; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this coverage, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this part to the extent of the insurance afforded by Part V. No person or organization shall have any right under Part V to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the Company of any of its obligations hereunder.

6. **OTHER INSURANCE:** The Insurance afforded by Part V is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under Part V shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under Part V for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **CONTRIBUTION BY EQUAL SHARES:** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if such insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

**SPECIMEN FORM**  
From SSU

- (b) **CONTRIBUTION BY LIMITS:** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under Part V for such loss, bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
7. **CHANGES:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of Part V or estop the Company from asserting any right under the terms of Part V; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of Part V.
8. **ASSIGNMENT:** Assignment of interest under Part V shall not bind the Company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by Part V shall apply (a) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (b) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.
9. **THREE YEAR POLICY:** If this policy is issued for a period of three years any limit of the Company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.
10. **CANCELLATION:** This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.
- If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
11. **DECLARATIONS:** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representation and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
12. **NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM:** The provisions of this Nuclear Energy Liability Exclusion do not apply to comprehensive personal liability and farmer's comprehensive personal liability insurance.

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

SPECIMEN FORM

From SSU

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of Nuclear Facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property Damage" includes all forms of radioactive contamination of property.

**SPECIMEN FORM**  
**From SSU**

SPECIMEN FORM  
From SSU

SPECIMEN FORM  
From SSU

**PART V**  
**COMPREHENSIVE GENERAL LIABILITY**  
**INSURING AGREEMENTS**

This endorsement forms a part of Part V of the policy subject to the General Provisions and Part V Provisions except as otherwise noted:

**I. COVERAGE A - BODILY INJURY LIABILITY**  
**COVERAGE B - PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

Coverage A. bodily injury or  
Coverage B. property damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

**Exclusions**

This endorsement does not apply:

- (a) to liability assumed by the insured under any contract or agreement except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice of preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
  - (1) any watercraft owned or operated by or rented or loaned to any insured, or
  - (2) any other watercraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured;
- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

Use with Part V Declarations (2-800-500 1-73) and Schedule (2-800-501 1-73) and Provisions (2-800-503 1-73)

(g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

- (1) liability assumed by the insured under an incidental contract, or
- (2) expenses for first aid under the Supplementary Payments provision;

(h) to bodily injury or property damage for which the insured or his indemnitee may be held liable

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
- (2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

- (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;

(i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract

(k) to property damage to

- (1) property owned or occupied by or rented to the insured,
- (2) property used by the insured, or
- (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(l) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
- (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured,

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(n) to property damage to the named insured's products arising out of such products or any part of such products;

(o) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(q) to property damage included within:

- (1) the explosion hazard in connection with operations identified in this policy by a classification code number which includes the symbol "x",
- (2) the collapse hazard in connection with operations identified in this policy by a classification code number which includes the symbol "c",
- (3) the underground property damage hazard in connection with operations identified in this policy by a classification code number which includes the symbol "u".

## II. PERSONS INSURED

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;
- (b) if the named insured is designated in the declarations of Part V as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations of Part V as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law;
  - (i) an employee of the named insured while operating any such equipment in the course of his employment, and
  - (ii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

- (1) bodily injury to any fellow employee of such person injured in the course of his employment, or
- (2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (ii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated as a named insured.

## III. LIMITS OF LIABILITY

Regardless of the number of (1) insured's under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

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**Coverage A** The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

**Coverage B** The total liability of the Company for all damages because of all property damages sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

- (1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;
- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

**Coverages A and B** - For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### IV. POLICY TERRITORY

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

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# PART V

SPECIMEN FORM

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## CONTRACTUAL LIABILITY INSURANCE ENDORSEMENT

This endorsement forms a part of Part V of the policy subject to the General Provisions and Part V Provisions except as otherwise noted:

- A. **CONTRACTUAL LIABILITY INSURANCE - DESIGNATED CONTRACTS ONLY:** When Insurance for Contractual Liability Insurance is shown to apply by an x in the ☐ to "Designated Contracts Only", this insurance is subject to the General Provisions and Part V Provisions except as otherwise noted herein.

### Premium Basis

When used as a premium basis the word "cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

### Insurance Agreement

#### I. COVERAGE Y - CONTRACTUAL BODILY INJURY LIABILITY

#### COVERAGE Z - CONTRACTUAL PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under a contract designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

Coverage Y, bodily injury or  
Coverage Z, property damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

### EXCLUSIONS

This insurance does not apply:

- (a) If the insured or his indemnitee is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured or indemnitee, including
  - (1) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
  - (2) supervisory, inspection or engineering services;
- (b) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
- (c) to bodily injury or property damage for which the indemnitee may be held liable
  - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
  - (2) if not so engaged, as an owner or lessor of premises used for such purposes,
 if such liability is imposed
  - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

Use with Part V Declarations (2-800-500 1-73), Schedule (2-800-501), and Provision (2-800-503 1-73)

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- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;  
but part (ii) of this exclusion does not apply with respect to liability of the indemnitee as an owner or lessor described in (2) above;
- (d) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (e) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
- (f) to property damage to
  - (1) property owned or occupied by or rented to the insured,
  - (2) property used by the insured, or
  - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- (g) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- (h) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or
  - (2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- (i) to property damage to the named insured's products arising out of such products or any part of such products;
- (j) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (k) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (l) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
- (m) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (n) to property damage included within (1) the explosion hazard, (2) the collapse hazard, or (3) the underground property damage hazard.

**SPECIMEN FORM  
From SSU**

**II. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated and his spouse;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

**III. LIMITS OF LIABILITY**

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage the Company's liability is limited as follows:

Coverage Y: The total liability of the Company for all damages, including damages for care and loss of service, because of bodily injury sustained by one or more persons as a result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

Coverage Z: The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured.

Coverages Y and Z: For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**IV. ADDITIONAL DEFINITIONS**

When used in reference to this insurance (including endorsements forming a part of the policy):

"contractual liability" means liability expressly assumed under a written contract or agreement; provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;

"suit" includes an arbitration proceeding to which the insured is required to submit or to which the insured has submitted with the Company's consent.

**V. POLICY TERRITORY**

This insurance applies only to bodily injury or property damage which occurs within the policy territory.

**VI. ADDITIONAL CONDITION**

**ARBITRATION**

The Company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

**CONTRACTUAL LIABILITY INSURANCE - BLANKET** (excluding sole negligence): When insurance for Contractual Liability Insurance is shown to apply by an x in the ☐ to "Blanket" (excluding sole negligence), this insurance is subject to the general provisions and Part V Provisions except Condition I Premium and as otherwise noted.

All of the clauses applicable to Contractual Liability Insurance - Designated Contracts Only, apply to this insurance except the Paragraphs headed "Premium Basis, Insurance Agreement", Paragraph (n) of Exclusions and Item III Limits of Liability. The following clauses are substituted for those mentioned above as exceptions.

**Premium Basis:**

When used as a premium basis the word "cost" means the total cost of all work with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed by the insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which exclusions (m) or (n) apply, unless such exclusions are voided in the schedule.

The word "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

**Insurance Agreement**

The Company in consideration of the payment of the premium and subject to all of the provisions of the policy not expressly modified herein, agrees with the named insured as follows:

**I. COVERAGES - CONTRACTUAL BODILY INJURY LIABILITY  
- CONTRACTUAL PROPERTY DAMAGE LIABILITY**

The Company will pay on behalf of the insured all sums which the insured, by reason of contractual liability assumed by him under any written contract of the type designated in the schedule for this insurance, shall become legally obligated to pay as damages because of

bodily injury or  
property damage

to which this insurance applies, caused by an occurrence, except the liability of the indemnitee resulting from his sole negligence and the Company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein the Company is not entitled to exercise the insured's rights in the choice of arbitrators and in the conduct of such proceedings, or
- (2) any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

**EXCLUSIONS**

This insurance does not apply:

(n) to liability assumed by the insured under any incidental contract;

Unless stated in the schedule as not applicable, the following exclusions also apply to contractual liability assumed by the insured under any agreement relating to construction operation.

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#### **Additional Exclusions**

This insurance does not apply:

- (o) to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or unloading thereof;
- (p) to bodily injury or property damage arising out of operations, within fifty feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (q) to bodily injury or property damage included within the completed operations hazard or the products hazard;
- (r) to property damage included within
  - (1) the explosion hazard,
  - (2) the collapse hazard, or
  - (3) the underground property damage hazard.

#### **II. LIMITS OF LIABILITY**

Regardless of the number of (2) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the Company's liability is limited as follows:

##### **CONTRACTUAL BODILY INJURY LIABILITY**

The total liability of the Company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the schedule as applicable to "each occurrence".

##### **CONTRACTUAL PROPERTY DAMAGE LIABILITY**

The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the Company for all damages because of all property damage to which this coverage applies shall not exceed the limit of property damage liability stated in the declarations as "aggregate". Such aggregate limit of liability applies separately with respect to each project away from premises owned by or rented to the named insured.

##### **CONTRACTUAL BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

#### **III. ADDITIONAL CONDITION**

##### **PREMIUM**

The premium stated on page 1 of this policy includes the estimated premium for this endorsement.

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SPECIMEN FORM  
From SSU

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PART V  
ADDITIONAL INSURED ENDORSEMENT  
(Employees)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to COMPREHENSIVE GENERAL LIABILITY INSURANCE and STOREKEEPER'S INSURANCE.

It is agreed that the "Persons Insured" provision is amended to include any employee of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

1. to bodily injury to (a) another employee of the named insured arising out of or in the course of his employment or (b) the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof;
2. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by (a) another employee of the named insured or (b) the named insured, or, if the named insured is a partnership or joint venture, any partner or member thereof.

PART V 0 2 0 4 3

**ADDITIONAL INSURED ENDORSEMENT**

(Premises Leased to the Named Insured)

Policy No. **CFF 40 74 03**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

**Designation of Premises**  
(Part Leased to Named Insured)

**3480 Iowa Ave., Seattle, WA**

**3500 West Marginal Way S.W.  
Seattle, WA**

**Name of Person or Organization**  
(Additional Insured)

**West Gateway Lumber Co.  
3510 West Marginal Way SW  
Seattle, WA  
Attn: Chester Whitman**

PART V 0 2 0 4 3

**ADDITIONAL INSURED ENDORSEMENT**

(Premises Leased to the Named Insured)

Policy No. **ESP 48 74 09**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

**Designation of Premises  
(Part Leased to Named Insured)**

**Lots 174 and 175 North Marine Drive  
Portland, Ore.**

**Name of Person or Organization  
(Additional Insured)**

**Donatt L. Martin  
5100 NE 15th  
Portland, Ore.**

PART V 0 2 0 4 3

**ADDITIONAL INSURED ENDORSEMENT**

(Premises Leased to the Named Insured)

Policy No. **CTP 50 74 09**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

**Designation of Premises**  
(Part Leased to Named Insured)

**Name of Person or Organization**  
(Additional Insured)

**Various Locations**

**Part of Seattle  
P.O. Box 1009  
Seattle, WA 98111**

PART V 0 2 0 4 3

**ADDITIONAL INSURED ENDORSEMENT**

(Premises Leased to the Named Insured)

Policy No. CPP 40 74 09

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

Designation of Premises (Part Leased to Named Insured)	Name of Person or Organization (Additional Insured)
Transfer Shed located at Terminal 5 - Port of Seattle	Sea Land Services, Inc. P.O. Box 3045 Seattle, WA 98114

PART 0 2 0 4 3

**ADDITIONAL INSURED ENDORSEMENT**

(Premises Leased to the Named Insured)

Policy No. **002-4874-09**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

**Designation of Premises**  
(Part Leased to Named Insured)

**Transfer Shed located  
Terminal 5 Port of Seattle**

**Name of Person or Organization**  
(Additional Insured)

**Port of Seattle  
P.O. Box 1229  
Seattle, WA 98112**

Ed. #1  
Eff. 8-3-79

G 109

L 9108

**PART 2 0 4 3**

**ADDITIONAL INSURED ENDORSEMENT**

(Premises Leased to the Named Insured)

**Fugot Sound Freightlines, Inc.**

Policy No. **CTP 40-74-09**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

**Designation of Premises  
(Part Leased to Named Insured)**

**615- 13th St.  
Everett, Wa.**

**Name of Person or Organization  
(Additional Insured)**

**Port of Everett  
P.O. Box 538  
Everett, Wa. 98206**

Ed. 79  
Eff. 8-3-79

G 109

L 9109

PART 2 0 4 3

**ADDITIONAL INSURED ENDORSEMENT**  
(Premises Leased to the Named Insured)

**Fugot Sound Freightlines, Inc.**

Policy No. **CFF 40-74-09**

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **STOREKEEPER'S INSURANCE**.

It is agreed that the "Persons Insured" provision is amended to include as an insured the person or organization designated below, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated below leased to the named insured, and subject to the following additional exclusions:

The insurance does not apply:

1. to any occurrence which takes place after the named insured ceases to be a tenant in said premises;
2. to structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated below.

**SCHEDULE**

**Designation of Premises**  
**(Part Leased to Named Insured)**

**615- 13th St.**  
**Everett, Wa.**

**Name of Person or Organization**  
**(Additional Insured)**

**Port of Everett**  
**P.O. Box 510**  
**Everett, Wa. 98206**

# **BROAD FORM PROPERTY DAMAGE ENDORSEMENT** (Excluding Completed Operations)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **CONTRACTUAL LIABILITY INSURANCE**.

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w) and (x):

(w) to property damage

- (1) to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,
- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to
  - (a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
  - (b) tools or equipment while being used by the insured in performing his operations,
  - (c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,
  - (d) that particular part of any property, not on premises owned by or rented to the insured,
    - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
    - (ii) out of which any property damage arises, or
    - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard), to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

SPECIMEN FORM  
From SSU

SPECIMEN FORM  
From SSU

# **PART V** **SINGLE LIMIT ENDORSEMENT 0 4 3**

Policy No. **CPP 40 74 09**

SCHEDULE	Limits of Liability
each occurrence	\$ 500,000.
aggregate	\$ 500,000.

It is agreed that the provisions of Part V captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

## **LIMITS OF LIABILITY**

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** or units of **mobile equipment** to which this policy applies, the company's liability is limited as follows:

### **Bodily Injury Liability and Property Damage Liability:**

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all **damages** because of **bodily injury** or **property damage** as a result of any one **occurrence**, provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) Subject to the above provision respecting "each occurrence", the total liability of the company for all **damages** because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
  - (1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any incidental contract relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;
  - (2) all **property damage** arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such **property damage** for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
  - (3) all **bodily injury** and **property damage** included within the **completed operations hazard** and all **bodily injury** and **property damage** included within the **products hazard**;
  - (4) all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
- (ii) to the sum of the **damages** for all **bodily injury** and **property damage** described in subparagraph (3); and
- (iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.

(Over)

- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of one or more occurrences or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

SPECIMEN FORM  
From SSU

## PART V

2-800-254

## "STOP-GAP COVERAGE ENDORSEMENT"

Policy No. GPT 49 74 09

In consideration of the premium herein provided, it is agreed that if, under any circumstances, it is determined that any employee of the insured who is reported and declared under the Workmen's Compensation Law or Laws of the State of Washington is injured in the course of his employment but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned Law, then this policy shall cover the legal liability of the insured for such bodily injury, disease, or death.

The Company's liability under this endorsement is limited to the sum of \$ 500,000 and is the total limit of the Company's liability for all damages because of bodily injury by accident or disease, including death at any time resulting therefrom, sustained by one or more employees.

The insurance granted by this endorsement shall not apply to:

- (a) bodily injury, disease or death suffered or caused by any person knowingly employed by the insured in violation of any law as to age, or under the age of 14 years regardless of any such law;
- (b) any claim recoverable under the insurance provisions of any Workmen's Compensation or Occupations Disease Act or Law or under the U.S. Longshoremen's and Harbor Workers' Compensation Act or any other insurance available for the protection of the named insured;
- (c) bodily injury, disease or death caused by or arising from the use, maintenance, or operation of aircraft;
- (d) any premium assessment, penalty, fine or other obligation imposed by any Workmen's Compensation Law;
- (e) any claim for bodily injury, disease, or death with respect to which the insured is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment under, or any other failure to comply with the provisions of the Workmen's Compensation Law or Laws of the State above-named.

The premium for this endorsement shall be computed upon the remuneration earned by such employees as are reported under the Workmen's Compensation Law or Laws of the State above-named.

Subject otherwise to all terms, limits and conditions of the Policy

(The following clause may be omitted only when this endorsement is issued subsequent to preparation of the policy.)

**LIABILITY**

CA 10 10 40, 7-70  
**GENERAL LIABILITY**

**AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION**

1-1-79

This endorsement, effective

1-1-79, is a part of policy No. **CGP 40 74 09**

issued to **Puget Sound Freight Lines, Inc., et al**  
by **Antea Insurance Company**

It is agreed that the following definition is added:  
"Loading or unloading" with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or out of an automobile or while it is in or on an automobile, or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device other than a hand truck not attached to the automobile.

Authorized Representation

10 0 2 0 3

(H) If repaired or replaced at the expense of others for the use of the insured, there shall be no liability under this policy.

This Paragraph 2 does not apply to property covered under Office Contents Endorsement or Builders Ris Endorsement.

**PROPERTY EXCLUDED:** This policy does not cover under Part 1 loss or damage to (a) trees, shrubs, plants (except when held for sale or sold and not delivered, or, to the extent specifically provided in Paragraph 7), (b) land and land values, (c) cost of excavations, grading or filling, (d) property while growing crops and lawns, (e) land and land values, (f) property in which parties other than the insured also have an interest, (g) the insured's interest in such property is otherwise covered by insurance, (h) uninsurable property, (i) the insured's interest in such property is otherwise covered by insurance, (j) swimming pools and related equipment, fences, wharves, piers, retaining walls, walks, roadways, and other paved areas which are below the low water mark or which are subject to tidal effects.

(The Attaching Clause need not be completed only when this endorsement is issued subsequent to preparation of the policy.)

GL 00 18 (Ed. 7-78)  
GENERAL LIABILITY

L 9225  
(Ed. 7-78)

AMENDATORY ENDORSEMENT—ADDITIONAL DEFINITION

This endorsement, effective

(12:01 A. M., standard time)

, forms a part of policy No.

issued to

by

SPECIMEN FORM  
From SSU

Authorized Representative

It is agreed that the following definition is added:

"loading or unloading", with respect to an automobile, means the handling of property after it is moved from the place where it is accepted for movement into or onto an automobile or while it is in or on an automobile or while it is being moved from an automobile to the place where it is finally delivered, but "loading or unloading" does not include the movement of property by means of a mechanical device (other than a hand truck) not attached to the automobile.

MADE IN U.S.A.  
[AUTHENTIC]  
MADE IN U.S.A.

4 0 2 0 4 3

PART V

PERSONAL INJURY  
(Per form 2-800-510)

IT IS AGREED THAT EXCLUSION "C", EMPLOYER EXCLUSION, IS DELETED  
IN ITS ENTIRETY.

CPP 40 74 09

Puget Sound Freight Lines, Inc., et al

PART V  
ADDITIONAL INSURED ENDORSEMENT

U O 2 0 4 3

It is agreed that without prejudice to any coverage that would otherwise exist herein, the City of Portland, Oregon, its Officers, Agents and Employees hereby are made additional Insureds under this Policy as to any claim or claims for damage or injury to person or property resulting from or growing out of the operation of the Insured Principal under City Permit Issued under authority of Section 19-2109 of Ordinance No. 75607. The traffic code, passed by the Council of the City of Portland, November 27, 1951. This Policy shall not be cancelled without first giving 10 days written notice to the Traffic Engineer, City Hall, Portland, Oregon 97204.

Puget Sound Freight Lines, Inc., et al.

End. #3

CANCELS & REPLACES ORIGINAL ISSUED W/POLICY

Eff. 1-1-79

CP 40 74 02

W 0 2 0 4 3

APPLIES TO ALL PARTS, NAMED INSURED

ENDORSEMENT

Puget Sound Freight Lines, Puget Sound Truck Lines, Inc., Puget Sound Terminal, Inc., Puget Sound Freight Lines, Inc., Truck Service, Inc., Puget Sound Terminal Company dba Transport Leasing Company and Woodchip Transport, Inc., dba Carrier Leasing Company, Howard E. Lovejoy Individually.

John A. Soderberg Co.  
Seattle, Wa, 66-06825  
MEP/mo 4-26-79

Puget Sound Freight Lines, Inc., et al

CPF 40 74 09

W 0 2 0 4 EFF. 6-28-79

Endt. #10

PART I

APPLIES TO ALL PARTS

NAMED INSURED ENDORSEMENT

Puget Sound Freight Lines, Puget Sound Truck Lines, Inc., Puget Sound Terminal, Inc., Puget Sound Freight Lines, Inc., Truck Service, Inc., Puget Sound Terminal Company DBA: Transport Leasing Company and Puget Sound Freightlines, Inc., DBA: Carrier Leasing Company, Howard E. Lovejoy, Individually.

John A. Soderberg Co.  
Seattle, Wa. 66-06825  
MEP/jsc 9-12-79

Xtra 1  
SPS

# **PART V** **CHANGE ENDORSEMENT**

Attached to and forming part of:

Policy Number <b>CTP 40-74-07</b>	<input checked="" type="checkbox"/> AETNA INSURANCE CO. <input type="checkbox"/> CENTURY INDEMNITY CO. <input type="checkbox"/> AETNA FIRE UNDERWRITERS INSURANCE CO. <input type="checkbox"/>	Endorsement Effective Date <b>1-1-79</b>	(Mo., Day, Year)
Name of Insured <b>Export Sound Freight Lines, Inc., et al</b>		Policy Inception Date <b>1-1-79</b>	(Mo., Day, Year)
Effective on and after <input type="checkbox"/> 12:00 Noon		(Standard Time) <input checked="" type="checkbox"/> 12:01 A.M.	

In consideration of the premium charged, the Policy is amended as follows: (Endorsement No. **1**)

**Form 2-00-336 is deleted in its entirety.**

**Form 2-00-337 is added and made a part of this policy.**

## **PREMIUM RECAPITULATION**

Due at Endorsement Effective Date: →

Additional Premium	Return Premium
\$	\$

Dates Due	Previous Installments	Increase	Decrease	Revised Installments
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Premium to Policy Expiration		\$	\$	

**John A. Schenberg Co.**  
**Seattle, WA 98103**  
 Countersigned at:  
**102/11:3-27-79**

Countersigned by \_\_\_\_\_  
 Date \_\_\_\_\_

**BROAD FORM PROPERTY DAMAGE ENDORSEMENT**  
(Including Completed Operations)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **CONTRACTUAL LIABILITY INSURANCE**.

**CLASSIFICATION**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):

(y) to property damage

(1) ~~to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,~~

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) tools or equipment while being used by the insured in performing his operations,

(c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(z) with respect to the completed operations hazard and with respect to any classification stated above as "including completed operations", to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

SPECIMEN FORM  
From SSU

**BROAD FORM PROPERTY DAMAGE ENDORSEMENT**  
(Including Completed Operations)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to **COMPREHENSIVE GENERAL LIABILITY INSURANCE** and **CONTRACTUAL LIABILITY INSURANCE**.

**CLASSIFICATION**

It is agreed that the insurance for property damage liability applies, subject to the following additional provisions:

- A. The exclusions relating to property damage to (1) property owned, occupied or used by or rented to the insured or in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control and (2) work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (y) and (z):

(y) to property damage

(1) ~~to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping,~~

(2) except with respect to liability under a written sidetrack agreement or the use of elevators to

(a) property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,

(b) tools or equipment while being used by the insured in performing his operations,

(c) property in the custody of the insured which is to be installed, erected or used in construction by the insured,

(d) that particular part of any property, not on premises owned by or rented to the insured,

(i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or

(ii) out of which any property damage arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;

(z) with respect to the completed operations hazard and with respect to any classification stated above as "including completed operations", to property damage to work performed by the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith.

- B. The insurance afforded by this endorsement shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition is amended accordingly.

SPECIMEN FORM  
From SSU

Puget Sound Freight Lines, Inc., et al

CPP 407409

4080-1-6-79

Endt. 13

PART V

WATERCRAFT COVERAGE

In consideration of \$25. AP it is agreed:

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to Comprehensive General Liability Insurance.

Designation of Watercraft:

42' Uniflight owned by Dr. Martin Magi & used by Howard Lovejoy from 7-6-79 to 7-20-79.

It is agreed that exclusion (d) does not apply with respect to the ownership, maintenance or use, including loading and unloading, of the watercraft designated above, but the insurance with respect to such watercraft does not apply:

- (a) to Bodily Injury to any employee of the Insured arising out of or in the course of his employment by the Insured, if such employee's principal duties are in connection with the maintenance or use of said watercraft; or
- (b) while said watercraft is used to carry persons for a charge or is rented to others.

MEP/jsc 9-12-79